
TSLWebReg's Terms of Service

You must agree to the Terms of Service.

Your use of Trade Show Leads' software as a solution product ("Software") and products, software, services and web sites (referred to collectively as the "Services") is subject to the terms set forth below (this "Agreement") and is between you and Trade Show Leads. Trade Show Leads has a principal place of business is at 16461 S. 176th Lane, Goodyear, AZ 85338. In order to use the Software and Services, you must first agree to this Agreement. You represent and warrant that you have the necessary and full right, power, authority, and capability to accept this Agreement, to bind your organization, and to perform your obligations hereunder. You can accept this Agreement by: (i) clicking to accept or agree to this Agreement, where this option is made available to you by Trade Show Leads in the web application registration page for any Software or Service; (ii) where a link to this Agreement appears in an order form or other document provided to you by Trade Show Leads; (iii) by signing this Agreement, if there is a designated area to sign; or (iv) by actually using the Software and/or Services and where the date of acceptance is the "Effective Date" of this Agreement. In the case of (iv), you understand and agree that Trade Show Leads will treat your use of the Software and/or Services as acceptance of this Agreement from that point onwards. You may not use the Software and/or Services and may not accept this Agreement if (a) you are not of legal age to form a binding contract with Trade Show Leads, or (b) you are a person barred from receiving the Software and/or Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Software and Services. You may not use the Software or Services if you do not accept this Agreement. "Effective Date" means the date that you accept this Agreement. By accepting this Agreement, you agree as follows:

1. Services. Trade Show Leads will provide you access to its Software and Services related to your events. The features, services, options, and fees may be described more fully on web pages describing the Software or similar document (each, a "Schedule"). Each Schedule will be governed by this Agreement and incorporated herein by reference. You agree to provide us with certain information relating to your organization as necessary for us to provide the Software and Services. Software provided under this Agreement is deemed delivered when made available to you.

2. License to Intellectual Property/Promotion.

a) Trade Show Leads retains all right, title, and interest in and to its Software and Services and any underlying software subject to the limited license provided by this Agreement.

b) Trade Show Leads hereby grants to you a limited, non-exclusive, non-transferable license (i) to use the Software and Services solely in accordance with the Schedule and this Agreement, and (ii) to display, reproduce, distribute, and transmit in digital form Trade Show Leads' name and logo solely for the purposes set forth in this Section 2. You hereby grant to Trade Show Leads a limited license to use information provided by you relating to your organization, which may include your organization's name, trademarks, service marks, and logo, in connection with the promotion of your organization or Events.

c) You will make reasonable efforts to promote and encourage the use and availability of the Software in connection with the promotion of your Events for which you are using the Software and Services. You will include Trade Show Leads' name and logo in newsletters, printed registration forms or mailings provided by you to prospective participants. Trade Show Leads will be the sole and exclusive provider of registration services similar to the Software and Services provided to you hereunder for each Event for which you are using Trade Show Leads' Software and Services during the term of this Agreement.

d) Each party agrees to comply with all applicable laws, rules, and regulations relating to such party's obligations hereunder.

3. Information Collection. Trade Show Leads collects certain information from individuals as part of the registration process for your Events. You may login to our data management system to access this information. You are responsible for the security of your login information and for the use or misuse of such information by users authorized by you to use the Software and Services. You will immediately notify Trade Show Leads in writing if any such users are no longer authorized. Both parties agree to use the collected information in compliance with (i) all applicable laws, rules and regulations, including, without limitation, those governing online privacy and use of credit card data (i.e. using credit card information only for purposes authorized by the cardholder); and (ii) applicable Payment Card Industry Data Security

Standards. You grant to Trade Show Leads a perpetual, non-cancelable, worldwide, non-exclusive right to utilize any data that arises from the use of the Services by you whether disclosed on or prior to the Effective Date for any legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information.

4. Fees.

a) For TSLWebReg Software, Trade Show Leads will collect service fees charged to your account if you are choosing to not charge the attendees for those fees. Trade Show Leads will charge your account once a month starting when the event is set to active mode. Trade Show Leads may suspend its performance hereunder, including remitting payments, in the event it reasonably believes that the Software or Services are being used for fraudulent or other suspect purposes. If you have agreed to a fixed contract amount, Trade Show Leads also has the right to charge fees owed to it by you if your organization does not meet the agreed contract commitments and may collect those fees by issuing an invoice or by offsetting the deficiency from any account balance you maintain with Trade Show Leads. Any minimum contract commitment calculations will begin on the date that the Software is active for your Event(s). Payment of any invoice is due within thirty (30) days of your receipt of an invoice.

b) Past due fees shall accrue interest at the annual rate of ten percent (10%) per annum. In the event of delay in paying a fee, you agree to reimburse Trade Show Leads for any fees incurred in its collection efforts. Trade Show Leads may suspend or deactivate your account if your account is more than thirty (30) days past due.

c) Trade Show Leads reserves the right to modify the fees once per calendar year. And the service fee per registrant shall not change for any active events prior to the date of the service fee price change.

d) As the seller of record, you will be solely responsible for, and will pay, any and all use, excise, sales or privilege taxes, duties, value added taxes, fees, assessments, or similar liabilities, chargeable by a governmental authority as a result of any Software or Service provided under this Agreement. Taxes on Trade Show Leads' net income are excluded.

e) In the event you are entering into this Agreement and seeking the Services for the benefit of a third-party event or organization ("Third Party Beneficiary"), you agree that we may send registration fees collected by us directly to the Third Party Beneficiary.

5. Disclaimer of Warranty/Limitation of Liability. **TRADE SHOW LEADS EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS. SOFTWARE AND SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TRADE SHOW LEADS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR LOST PROFIT DAMAGES. TRADE SHOW LEADS' TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.**

6. Indemnification.

a) Each party (the "Indemnifying Party") shall defend, settle, and pay damages (including reasonable attorneys' fees) ("Damages") relating to any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("Claims") against the other party hereto (the "Indemnified Party") to the extent that such Claim is based upon: (i) the Indemnifying Party's violation of any applicable law, rule, or regulation; and/or (ii) provision, by the Indemnifying Party, of materials, products, or services as part of such party's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used in accordance with this Agreement.

b) You shall further defend, settle, and pay Damages relating to Claims to the extent based on (i) injury or death to a

person or damage to property resulting from the participation in an Event operated by you in connection with the Software and/or Services; and/or (ii) brought by a Third Party Beneficiary that relate to or arise from your negligence, wrongdoing, or lack of authority to act on behalf of such third party. For the purposes of Sections 5 and 6, reference to Trade Show Leads shall also include its suppliers and licensors.

7. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Schedules, unless otherwise terminated earlier as provided hereunder. The initial term of each of the Services is specified in the Schedule ("Initial Term") and shall automatically renew for the same length as the Initial Term unless either party gives written notice 45 days prior to the end of the Initial Term or any renewal Term of its intention to terminate the Services described in the applicable Order Form. The Initial Term and renewal terms are referred to as the "Term". Either party may terminate this Agreement: (a) upon a material breach by the other party, if such breach is not cured within thirty (30) days following written notice to the breaching party; or (b) where the other party is subject to a filed bankruptcy petition or formal insolvency proceeding that is not dismissed within thirty (30) days.

8. Miscellaneous.

a) Any notices required to be given under this Agreement shall be in writing sent to the address set forth below (if applicable) or as otherwise provided by you or, in the case of Trade Show Leads, to the address set forth above to the attention of Legal Department. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or three (3) days after deposited in the mail sent certified or registered.

b) This Agreement is non-assignable without the written consent of the other party, except that Trade Show Leads may assign without consent: (i) its rights to receive payments; or (ii) this Agreement to an affiliate or in connection with any sale of or any other transaction involving the transfer of more than fifty percent of its voting securities or assets. Any assignment in violation of this Agreement will be void.

c) This Agreement shall be governed by the laws of the State of Arizona, without giving effect to the conflict of laws provisions thereof. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Maricopa county, Arizona. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

d) This Agreement contains the entire understanding of the parties regarding the subject matter hereof and can only be modified or amended by a subsequent written agreement executed by both parties.

e) Sections 2, 3, 5, 7, and 8 of this Agreement and any fees owed by you shall survive any termination or expiration of this Agreement.

f) If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

g) No waiver of any provision of this Agreement or any attachment shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

h) Neither party will be deemed to be in default hereunder, or will be liable to the other, for failure to perform any of its obligations under this Agreement to the extent that such failure results from any event or circumstance beyond that party's reasonable control.